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The Solicitors' Journal

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TO SOLICITORS, Bankers and others.—Any person having any INFORMATION or knowledge as to the WILL of Mrs. LAURA ANNIE EDE, late of "Oakhurst," Netley Abbey, Hants, who died on the 14th March, 1928, is requested to communicate with "S.," Box 1130, c/o Solicitors' Journal, 29, Breams-bldgs., E.C.4.

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics: The Savidge Inquiry—Misuse of the Criminal Justice Act, 1925—Judicial Titles—Receipts and Stamp Duty—Is a Trainee a Workman?—Heavy Road Vehicles—Progressive Whist—Copyright in Advertising—Climate and Cruelty 341

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Current Topics.

The Savidge Inquiry.

THE HOME SECRETARY'S appeal "to suspend judgment" upon the action of the police in connexion with the interrogation of Miss SAVIDGE is eminently reasonable and proper. A committee has been appointed to investigate the circumstances: its work ought not in any way to be hampered or prejudiced. It is on this account that comment is withheld in the article on "The Police and the Public" (on p. 344) upon any controversial matter of fact. The composition of the Committee of Inquiry gives every satisfaction. The appointment of Sir JOHN ELDON BANKES as chairman has proved to be somewhat of a surprise. The distinguished retired lord justice does not seem destined to enjoy the peace and quiet of retirement. Mr. J. J. WITHERS' appointment to the Committee gives particular pleasure to and serves fully to re-assure the solicitor branch of the profession. Mr. LEES SMITH, who serves to represent the Opposition side of the House of Commons, has considerable experience of Committee work, and is widely respected for his fairness. The terms of reference are properly limited to the question of the interrogation of Miss SAVIDGE at Scotland Yard. It is obvious that had the original proposal to inquire at the same time into the circumstances leading to *Sir Leo Money's Case* been persisted in, there would in effect have been a re-trial of that case by a special tribunal. This would, of course, have been an extraordinary procedure. Two points of interest to the legal profession seem, so far, to have escaped comment. The HOME SECRETARY sent the documents in *Sir Leo Money's Case* to the Director of Public Prosecutions, with a view to investigating a charge of perjury. How was it conceivable, in the circumstances, that such a charge could be substantiated? Secondly, had Parliament not been in Session, what course would there have been open for ascertaining the facts to be investigated by the Savidge Committee? It might easily have happened that Parliament had risen for the long vacation, and that when it re-assembled the matter might have ceased to be "urgent." Ought there not to be instituted some means, at all times open to a person aggrieved, whether he be a policeman or a private individual, to have the facts in such cases as that now before the Savidge Committee investigated?

Misuse of the Criminal Justice Act, 1925.

MR. JUSTICE AVORY, in the Court of Criminal Appeal this week, added the great weight of his authority to the many protests that have been made by learned judges against a mistaken view of the provisions of the Criminal Justice Act. That statute, as is well known, extended the powers of both courts of quarter sessions and courts of summary jurisdiction, and it also made useful provision for expediting trial by committal to convenient courts. It has sometimes been misconstrued, as Mr. Justice AVORY pointed out, into an invitation to reduce grave charges in order to bring them within the jurisdiction of the inferior courts. That practice is a good deal older than the Statute of 1925, but undoubtedly the new Act has been made an excuse for extending it. To pretend that an offence is less than it really is, though it may be merciful, is unlawful; and unless the pretence be no more harmful than turning a blind eye to a peculiarly technical element in an offence, it would be difficult to justify it. In these days, as Mr. Justice DARLING (as he then was) pointed out in the case of *Oaten* v. *Auty*, in 1919, there is a tendency to do illogical things and to pretend that things are something other than they really are, and a statute has allowed a court to find a man guilty in fact but to refrain from proceeding to conviction. There is a good deal to be said in favour of that particular illogicality, and, as has been truly said, "You can't govern the world by theory." The reduction of a grave crime to a lesser offence for the purpose of quick trial, or for the saving of expense, or even out of a kind of good-nature, is, however, not only unlawful but also inexpedient.

In the particular case that gave rise to the remarks of AVORY, J., the prisoner asked leave to appeal against a sentence of five years. Reviewing the evidence, the learned judge remarked that if BENNETT had been committed to the assizes on a more serious charge, as he ought to have been, a sentence two or three times as severe would have been justified.

Judicial Titles.

TO FOREIGNERS the titles borne by members of the judiciary are often a puzzle. The late COMTE DE FRANQUEVILLE could not understand why the members of the Court of Appeal in England were called "Lords Justices," seeing that they are usually not peers, while English observers are frequently puzzled to find that the judges of the Court of Session in Scotland are always styled "Lord," both in and out of court. Many of the Scots judges choose on their promotion a territorial title, as for example, did LORD ASHMORE, whose resignation has just been announced. To JAMES V they owe the right to the designation of "Lord," but the pretensions of the wives of the judges to be styled "Ladies" was peremptorily repelled by the same monarch. "I," said he, "made the carles lords, but who the devil made the carlines ladies?" So it continued for several centuries, often to the embarrassment of the husband and wife, for to those unfamiliar with Scottish judicial titles it certainly seemed odd when, for example, LORD AUCHINLECK was found to be travelling the circuit with Mrs. BOSWELL. It was not till the last reign that by a royal decree this anomaly was corrected and the wife of a Scots law lord was authorised to style herself "Lady."

Receipts and Stamp Duty.

WHILE THERE is no inherent connexion between receipts and stamp duty, we have, by virtue of their long association, come to regard them as inseparable; yet it is only since 1783 that receipts became liable to duty—2d. for sums of £2 and not amounting to £20, and 4d. for sums of £20 and upwards. Quite recently a voice has been raised advocating a sliding scale, the duty to increase in proportion to the amount acknowledged to have been received—a proposal unlikely to be received with any more favour than was a similar one introduced by VANSITTART, the Chancellor of the Exchequer in 1815, which imposed a duty on receipts varying from 2d. up to 10s.; but so oppressive and irritating was this scheme that it was extensively evaded and, in fact, it yielded a very small annual return. To the business community, who in such matters desiderate above all things simplicity of operation, a return to an *ad valorem* scale of duty for receipts would be particularly obnoxious. Curiously enough, there is no specific provision in the present Stamp Act stating who is to provide the stamp. Originally, the obligation was on the person to receive the receipt; now, by s. 103 of the Stamp Act, 1891, the obligation is virtually thrown upon the person to whom the payment is made, although this is not enacted in terms. A good deal of laxity prevails in practice on the subject of receipts, with the consequence that a certain amount of revenue is lost to the Exchequer. A receipt is not required to be given in a ready-money transaction, but if one is in fact given, and the sum paid is £2 or over, it should be stamped.

Is a Trainee a Workman?

IN *Watson* v. *Government Instructional Centre*, 72 SOL. J. 202, the Court of Appeal set aside the declaration of liability made by the county court judge. On the facts, as previously reported, it was contended for the trainee that he was a workman by reason of two factors: (1) that he was paid; (2) that there was a sale of, or a right to sell, the articles he had made. The Master of the Rolls said that while it was impossible to define "workman," it was not impossible to come to a conclusion as to a particular case. The respondent did work of economic value, and some of his work was sold, and it was contended that as the fruits of his labour had an economic value he was therefore in employment. Reliance had also been placed on the circumstances of the regular habits and discipline enforced, but those were also features of educational establishments. It was a useful if not exhaustive test to see whether a contract of service existed, as suggested in *Broome* v. *Minister of Labour*, 43 T.L.R. 133 (see 71 SOL. J., at p. 316). In the present case the forms signed by the respondent contained statements inconsistent with a contract of service. The trainee was available for other employment whenever he could obtain it, and was still in receipt of unemployment benefit of 18s. a week. Lord Justices SANKEY and RUSSELL concurred that the conditions negatived the contention that the trainee was a workman employed by the Centre.

Heavy Road Vehicles.

THE STATUS of the above was recently considered by the stipendiary magistrate of Manchester. A road service company of Leeds were charged with having used a heavy locomotive, viz., a Scammell articulated eight-wheeler, without having a third man in attendance. Two employees of the company were charged with driving the locomotive through the city at a greater speed than two miles an hour. The case for the prosecution was that the vehicle was a heavy locomotive under the Locomotives Acts. The maximum weight for a road vehicle of that type was 9¾ tons, whereas the Scammell vehicle weighed by itself 12 tons 19 cwt., and could travel at from eight to ten miles an hour. On 17th March it had been used to deliver a piece of machinery weighing 17 tons to the Crossley engineering works, and its total weight of 30 tons would damage water and gas pipes as well as the road surface when driven at its designed speed. The vehicle was taken to a weighbridge, and its length as well as its weight was found to be excessive. The vehicle was next seen 2½ miles away, and as it had arrived there in a quarter of an hour in charge of two men only, the rate of speed was about four times as fast as that permitted. For the defence it was pointed out that the weight was so well distributed that the vehicle was a perfect machine for road transport. Evidence was given that it had been passed last November as a heavy motor car in London, but at Liverpool in March it had only been accepted as a heavy locomotive, weighing 11 tons unladen, and £60 had been paid for its registration. The learned magistrate held that on the defendants' own showing the machine exceeded the permitted weight for a heavy motor car, and it therefore fell within the regulation requiring three attendants to be in charge of a heavy locomotive. The following fines were imposed: on the company for not having a third man, £5; on the employees for exceeding the speed limit, 20s. each.

Progressive Whist.

IN *Bennett* v. *Ewens*, 72 SOL. J. 354, which was a prosecution of the promoter of a whist drive under the Betting Act, 1853, s. 4, for keeping a room for this purpose, SHEARMAN, J., remarked that "These whist drives are held all over the country in hundreds of well-conducted places, and provide innocent amusement to thousands of people. However, if the law is such that games for prizes are betting, we cannot help it." So the court (HEWART, L.C.J., AVORY and SHEARMAN, JJ.) remitted the case for conviction, the magistrates having misdirected themselves in holding that progressive whist was not a betting transaction. In another of the periodical, and somewhat arbitrary pounces made on whist drives, namely *Morris* v. *Godfrey*, 1912, 28 T.L.R. 401, the prosecution was varied by securing conviction under the Gaming Houses Act, 1854, s. 4. The criticism may be made that such variations have not half been worked out! Thus s. 8 of 33 Hen. VIII, c. 9 (The Bill for Maintaining Artillery, and the Debarring of Unlawful Games), has never yet been properly tested in the twentieth century. Then again, the Unlawful Games Acts of 1728 and 1739 and the Gaming Act, 1744 (all, of course, unrepealed) have been neglected by authority.

Bennett v. *Ewens* supplies yet another proof (if any such were necessary) that our laws as to betting and gambling are a palimpsest of inconsistencies and absurdities.

Copyright in Advertising.

THE QUESTION of copyright in part of an advertisement was before the court recently in the case of *Sinanide* v. *La Maison Kosmeo*, where the plaintiff, who was a beauty specialist, claimed to have invented a slogan "Beauty is a social necessity, not a luxury," which he adopted in his advertisements, and sought to restrain the defendant, another beauty specialist, from using in his advertisements the phrase "A youthful appearance is a social necessity." That copyright may be enjoyed in an advertisement was clearly laid down by the Court of Appeal in *Maple & Co.* v. *Junior Army and Navy Stores*, 1882, 21 Ch. D. 369, in which case the Court of Appeal, over-ruling *Cobbet* v. *Woodward*, L.R. 14 Eq. 407, held that an illustrated catalogue of the articles of furniture which the plaintiffs had for sale consisting merely of illustrations engraved from original drawings and without any letterpress of such a description as to be the subject of copyright, was nevertheless the subject of copyright even though the catalogue was issued not for sale but only for the purposes of advertisement.

The question as to whether the copyright in an advertisement as a whole composed by an advertising agent is in the agent or in the advertiser was, in the absence of an agreement to the contrary, decided in favour of the advertiser in the case of *Harold Drabble Ltd.* v. *Hycolite Manufacturing Co.*, 72 SOL. J. 102.

Whilst there may, of course, be copyright in an advertisement as a whole: there cannot be copyright in every phrase contained in it, especially if the phrase be a hackneyed one. In *Dick* v. *Yates*, 1881, 18 Ch. D. 76, while the court did not go so far as to hold that there could not be copyright in a title of a book, as for instance, in a whole page of title or something of that kind requiring invention, there could not be copyright in a part of a title, unless it could be shown that the part was original, and was first invented by the person using it. Thus the court held in that case that there was no copyright in the words "splendid misery," which formed part of the title of a book, as those words were merely a hackneyed phrase. As LUSH, L.J., put it in *Dick* v. *Yates*, *ib.*, at p. 92: "I take it to be established law that to be the subject of copyright the matter must be original: it must be a composition of the author: something which has grown up in his mind; the product of something, which if it were applied to patent rights would be called invention. Nothing short of that would entitle a man to copyright." It would appear to be in accordance with this principle that the Court of Appeal held that there was no copyright in the words "Is a social necessity" forming part of the slogan in *Sinanide* v. *La Maison Kosmeo*, SCRUTTON, L.J., pointing out that "To quote a bit of a sentence from a literary work was too small a matter to afford ground for an action for infringement of copyright." But there was a further ground on which the court held that the plaintiff had no copyright in the slogan in question since it was proved, by the additional evidence adduced before the Court of Appeal, that the phrase was not an original composition, somewhat similar phrases having been used previously by other persons in their advertisements. It should be remembered, however, that even though there may be no copyright in such slogans, a person may be restrained from adopting them on grounds other than that of breach of copyright, viz., because their adoption constitutes "a passing off" or an infringement of a registered trade mark, but neither of these questions arose for consideration in *Sinanide* v. *La Maison Kosmeo*.

Climate and Cruelty.

THE INTER-RELATIONSHIP of the above was considered in the recent case of *Freed* v. *Harries*, at Fishguard. The defendant was charged with permitting unnecessary suffering to be caused (*inter alia*) to five horses, one bull and twenty-eight calves by omitting to provide them with sufficient nourishing food from the 1st to the 18th of April. The informant, an inspector of the Royal Society for the Prevention of Cruelty to Animals, stated that the animals were very emaciated, the calves were tottering and weak, and a heifer was in slings and too weak to stand. A veterinary surgeon who visited the farm stated that he found two dead calves and a pig, which had died from starvation, and that the other animals were weak from want of food. The case for the defendant was that on account of the exceptionally bad season a man with a farm of 400 acres was in a desperate position, and that the defendant had done the best he could while handicapped by the severe weather. His evidence was that he was not carrying a heavy stock for the size of the farm, but owing to the severity of last winter there was a scarcity of feeding stuffs. He gave the animals as much food as he could, but it was a mountain farm, and mountain animals were hardy and looked worse than they were. Their food would have been sufficient in an ordinary winter. Two other farmers gave corroborative evidence. The chairman, Sir Evan Jones, Bart., agreed that farmers had a lot to put up with, in view of the bad season, but the bench considered that measures should have been taken earlier by getting rid of part of the stock or finding enough food. In the extenuating circumstances the defendant was fined £3 and £2 costs.

Mr. George Lowry Moore, seventy-seven, of Cedar Lodge, Honor Oak-road, Forest Hill, S.E., solicitor, left estate of the gross value of £3,629.

Interference with Appointment of Checkweigher.

IN the recent case of *Thompson* v. *Muschamp*, at Mansfield, the question whether the above offence under the Coal Mines Regulation Act, 1887, had been committed, was decided by reference to the further question as to what is a separate mine. Twelve summonses had been issued, but at the first hearing Sir HENRY SLESSER, K.C., stated that the case had not been brought in any vindictive spirit, but with the object of establishing a principle. The prosecution proceeded first on the second charge, viz., that the defendant, being agent of the New Hucknall Colliery Company, Limited, had requested Mr. G. A. SPENCER, M.P., to make the statements enumerated in the first charge. These statements were that the complainant would not be allowed to act or continue to act as checkweigher, that if he were elected to that post the Waterloo seam would not be opened, and that the complainant had been responsible for the seam being closed. The complainant's evidence was that after the stoppage of 1926 he was re-elected checkweigher of the Waterloo seam, which was distinct from the Low Main and Deep Hard seams, but had not been treated in every case as a separate pit. At a meeting on the 1st February, 1928, Mr. SPENCER made the statements complained of to the men entitled to appoint a checkweigher, and stated that the defendant would reopen the Waterloo seam on condition, *inter alia*, that the men must all join the Spencer Union. His Majesty's Inspector of Mines, for the Nottingham district, gave evidence that the three seams at the colliery shared a common ventilation system, but he admitted that they were distinct and separate shafts and had different under-managers. Corroborative evidence was given of Mr. SPENCER'S speech, and of the defendant's statement to a deputation that the complainant would not be accepted as checkweigher.

Mr. NORMAN BIRKETT, K.C., submitted that in the absence of evidence that the defendant authorised Mr. SPENCER to make the statements, there was no case to answer. The magistrates ruled that the case must proceed, and the case for the defence was variously stated, e.g.: (1) In spite of the common ventilation system the Waterloo seam was a separate mine, and as that was closed there were no persons employed at the relevant time entitled to appoint a checkweigher, and therefore there could be no interference with the appointment. (2) The prosecution relied on the technical point that no notice of its being separate had been sent to the Minister of Mines, but when the seam was opened the Home Office was the proper authority, and no witness had been called to say that no notice had been sent. (3) If the Waterloo seam was not a separate mine, then if the mine as a whole was working the complainant had always been the checkweigher, so there could be no interference with his appointment. (4) The complainant was not validly appointed in 1926, as the meeting was improperly convened, and the chairman of the coal-face workers had not made the statutory declaration of the election—the result was that there could be no interference with a non-existent appointment, using that word in its continuous sense as meaning "office." The defendant's evidence was that the Waterloo seam was regarded as a separate entity, and had been treated as such by the men for checkweigh purposes. He had merely remarked to the deputation that the late checkweigher would not be very acceptable to the company, but the complainant had always been extremely civil to himself, and he had nothing to say against him. Corroborative evidence was given by Mr. G. A. SPENCER, M.P. After a retirement the chairman (Mr. A. H. BONSER) stated that the bench had decided that the Waterloo Pit was a separate mine, and that there was no interference with the appointment of a checkweigher. The case was therefore dismissed, the prosecution being ordered to pay the costs of the defence not exceeding £100. The remaining summonses were withdrawn.

The Police and the Public.

THE English people, perhaps through their normal combination of good sense and good fortune, have got the best police force in the world, and that force enjoys the best relations with those it protects. It is therefore deplorable that those relations should be ruffled, as they certainly were by the circumstances of the arrest of Sir LEO MONEY and Miss SAVIDGE. Even more regrettable, however, were the circumstances of Miss SAVIDGE'S visit to Scotland Yard. On her behalf, it is asserted that she went there against her will, was not allowed to communicate with her relations, or her solicitor, and was subjected to the ordeal of a searching, and, in fact, highly indecent, cross-examination—and that although there was no suggestion that she was to be charged with any offence, for the charge which had already been made against her had been dismissed. On behalf of the police, it is maintained that she came to Scotland Yard and answered the questions put to her willingly. Here then there is a clear issue, which is *sub judice*, so no comment must be made on it. The comment must lie, however, that if Miss SAVIDGE was ready to go to Scotland Yard by herself, nothing would have been easier than to set this fact on record, by exchange of letters; and, even supposing that she had not desired her solicitor or some neutral person to be present when she was being asked the questions, the officials responsible should for their own protection have secured the attendance of such a person, for, in effect, the force was on its trial, and not Miss SAVIDGE.

It may be some relief to turn from a controversy of facts, to the law applicable, which can be changed if it is unsatisfactory. Happily, however, no change of any importance appears to be indicated, as it would be if the police had claimed the right to require Miss SAVIDGE, or anybody else not actually under arrest, to proceed to Scotland Yard—or anywhere else—to answer such questions as they might choose to put to her. They state that she consented to go without any undue pressure or compulsion, and, if this is so, of course neither she nor anybody else has the right to complain that she was taken there. The public should clearly understand that there is no half-way house between liberty and arrest—and the latter only on warrant, or on reasonable suspicion of felony, or on actual sight of offence committed. A policeman must therefore take the responsibility of arrest, or leave an individual free to accept or refuse an invitation to some place where his presence would be convenient to the police (unless under the Official Secrets Act, 1920, when the compulsion is statutory). In passing, the circumstances in which Mrs. JONES, the widow of the publican for whose murder the Frenchman VACQUIER was hanged, was required to travel from Byfleet to Scotland Yard, and there subject herself to a series of searching questions, may also be worth consideration.

In the present controversy, the public have been advised at large that they are not obliged to answer questions put to them by the police—and, in particular, it has been pointed out that a regulation under "Dora" specially made during the war, was necessary for this compulsion. It would indeed be a sorry end to this episode if the help which is now so willingly proffered by the public to the police, and by means of which they are enabled to track down such crimes as the murder of P.C. GUTTERIDGE, or Mr. WEBB, were withheld or grudged as a consequence of this advice. With due respect to the various pronouncements of law made by eminent authorities, therefore, it may be worth while to consider this matter somewhat more closely.

It is, of course, a free country, and anyone, even a policeman in uniform, may ask questions; the crux, of course, is the legal obligation to answer. And here, again, no law can directly enforce such obligation. Indirectly, a great diversity of methods are available, all established on the basis of making it more convenient for the person interrogated to answer them to refrain from answering. For example, rack, thumbscrew, "third degree," "peine forte et dure" and committal to prison for contempt of court have been tried in various times and countries, and we still retain the last-named expedient to deal with contumacious witnesses on oath.

It is not available, however, for a person who refuses to answer questions put by a police officer. Assuming, then, that such an officer in the course of his duties puts questions to some individual, who, quite unreasonably, declines to answer, and so withholds valuable information. Is he within his legal rights in doing so?

It may be that the books furnish no direct answer to this question, but anyone seeking to answer it in the negative would by no means find himself destitute of authority In *Bastable* v. *Little*, 1907, 1 K.B. 39 (which was an unsuccessful prosecution of one who gave warning to motorists of a "police trap"), DARLING, J., observed: "I do not wish to be understood to say that in order that there should be an offence under this section [i.e., s. 2 of the Prevention of Crimes Amendment Act, 1885, applying the Prevention of Crimes Act, 1871, to the wilful obstruction of a constable or police officer in the execution of his duty] there must be some physical obstruction of the constable. In my opinion a policeman who in seeking information which might lead to the conviction of the perpetrators of a crime was wilfully misled by false information would be obstructed in the execution of his duty, and I should not like to say that the person who so wilfully misled him was not committing an offence against this section." This opinion was, no doubt, very cautiously put, but it must be remembered that it was not necessary for the decision, for the respondent was acquitted. In *Betts* v. *Stevens*, 1910, 1 K.B. 1, a conviction on a similar charge was upheld, and it was then established that the offence of obstructing the police was not confined to physical resistance (disapproving the dictum of RIDLEY, J., in *Bastable* v. *Little*). In that case the essence of the offence was the frustration of the attempt by the police, which otherwise would have been successful, to obtain evidence of another offence. Assuming then, that when a policeman was asking questions in pursuance of his duty, he was followed by someone who informed those interrogated that they were under no legal duty to answer him, and successfully urged them not to make reply, there could be no possible doubt that in fact he would obstruct the officer, and it is difficult to find any reason why the legal offence should not have been committed. And, adopting Lord DARLING'S opinion as to wilful misinformation, the wilful withholding of information may equally frustrate justice.

As to the regulation under "Dora," the maximum penalty under the section quoted is a fine of £5 or two months' imprisonment, so, even accepting the above conclusion, far too mild for the stringent requirements of the war. Section 6 of the Official Secrets Act, 1920, has also been mentioned, requiring persons to give information under the Acts to police officers and others, and, for this purpose, to attend at a particular place if so bidden. This is, of course, a drastic provision for a special purpose, and it may be open to question whether it is not now too drastic. The maximum penalty for infringement under s. 8 (2) is two years' imprisonment with hard labour, and a £50 fine.

In 1912 the judges of the King's Bench Division formulated five rules for the police in respect of their duties of questioning and obtaining evidence of offences and four more rules were added later. These rules are printed in "Archbold's Pleading, Evidence and Practice," 27th ed., p. 398. They appear to have been made by way of guidance rather than under statutory authority, but neglect of them would probably lead to the exclusion of otherwise admissible evidence. The first rule expressly lays down that "there is no objection" to a police officer, "endeavouring to discover the author of a crime," putting questions in respect thereof "to any person or persons, whether suspected or not, from whom he thinks that useful

information can be obtained." "The author of a crime" no doubt means the perpetrator of an offence.

A legal question may arise in the present Yard case, whether the police officer who interrogated Miss SAVIDGE, and who was stated to be "lent" to the Public Prosecutor, did so in his official capacity, or merely as the latter's clerk. If the latter is the true view, he would appear to have had no more power to require answers to his questions than any clerk of any solicitor obtaining a "proof" for evidence. It may in conclusion be hoped that at least one result of this unhappy affair will come about, and that any hostile cross-examination of a young girl by the police for five hours without an experienced friend by her side to guide and advise her will hereafter be rendered impossible.

Justices and Distress for Rent on Goods of Third Parties.

THE rejection of the Bill for the protection of hire-purchase goods is a reminder of the slow progress of the emancipation of the goods of third parties from liability to seizure for rent, and offers an occasion for the consideration of the Law of Distress Amendment Act, 1908, from the viewpoint of courts of summary jurisdiction.

The Act is curiously framed. Section 1 provides that upon the seizure or authorisation of seizure for rent of goods of certain third parties, which include goods of lodgers and under-tenants holding on terms not longer than a quarter of a year, but not goods comprised in a bill of sale or a hire-purchase agreement, a declaration of ownership by a third party, with an inventory attached, may be served upon the superior landlord. Section 2, with the odd side-note "Penalty," provides that levying or proceeding with the levy of distress after service of such declaration is an illegal distress, upon which a court of summary jurisdiction may make an order for the recovery of the goods (without prejudice to a right of action by the aggrieved party). Here the machinery is set in motion by the person whose goods have been seized.

Section 4, which deals with the exceptions, has two sub-sections. The first excludes goods belonging to the husband and wife of the tenant whose rent is in arrear, goods held under hire-purchase agreements, and certain other classes of goods. Sub-section (2) relates, *inter alia*, to goods of a partner of the immediate tenant, to goods (not being goods of a lodger) upon premises where any trade or business is carried on in which both the immediate tenant and the under-tenant have an interest, and to goods belonging to and in the offices of any company or corporation on premises the immediate tenant whereof is a director or officer, or in the employment of the company or corporation.

Here a court of summary jurisdiction can be put in motion by the superior landlord, under sub-s. (2), but not under sub-s. (1), for a declaratory judgment that goods are in fact goods covered by the sub-section.

Very difficult cases can arise, as was illustrated by a recent application to the Marlborough-street Police Court, and it is doubtful whether, seeing that other courts are open for the hearing of such matters, and that, in any case, further proceedings in other courts are exceedingly likely to be taken, courts of summary jurisdiction are suitable tribunals for their determination.

In the case in question a well-known West End firm hired, or purported to hire to a limited company, two pianos. The company was in fact not in existence, but the agreement was signed by a "managing director" of the limited company.

The same gentleman in his personal capacity rented certain premises on a ten years' lease. The company, when formed, went into occupation of those premises and carried on its business there. The rent was paid by the company with its own cheques to the landlord of the "immediate" tenant. There was no written agreement of tenancy between the latter and the company. "The company," its general manager said in evidence, "automatically took over the tenancy on the same terms."

The rent fell into arrear, distress was levied, and the "superior" landlord sought a declaration under s. 4 (2) that the pianos were goods on premises where a business was carried on in which both the immediate and under-tenant had an interest.

It will be seen that the case bristled with questions of difficulty. In fact, it went off on the one whether there was or was not an under-tenancy by the company of the premises, let to their managing director in his personal capacity. If there was no under-tenant the goods did not answer the description in the section. The magistrate decided that there was no under-tenancy, and dismissed the summons. No appeal is possible from this decision, save by case stated, a cumbrous and slow procedure quite inapt where the subject-matter of litigation is so pressing, and further proceedings will no doubt be taken in other courts. But the case well illustrates the unnecessary complications brought about by introducing the interim decisions of justices of the peace into litigation purely of a civil nature which must usually receive its final determination elsewhere.

Limitations to avoid a Perpetuity.

IT seems fairly clear from the judgment of ASTBURY, J., in *Re Villar, The Times*, 19th April, that he would find a limitation in the old form during the lives of QUEEN VICTORIA and her descendants presently coming into effect void for uncertainty, and it would probably meet with a like fate from any other judge. That form may therefore be regarded as too dangerous to use, or obsolete. Perhaps it might be best to forbid such limitations altogether, as urged by Mr. CYPRIAN WILLIAMS. While the law remains in its present state, however, it may be the business of a conveyancer, especially in furtherance of a scheme which, although benevolent in conception, may not strictly be charitable in the eyes of the law, to devise limitations which shall ensure duration for the maximum period allowable by law.

That period is "life or lives in being and twenty-one years after," with the implied proviso, as illustrated in *Re Moore*, 1901, 1 Ch. 936, that the "*cestuis qui vient*" must be ascertainable without inordinate search and expense. As pointed out on p. 276, *ante*, this proviso was well observed by the conventional limitation for the lives of QUEEN VICTORIA and her descendants, certainly up to her death, and, as reluctantly held by ASTBURY, J., up to 1921. Assuming, however, that it cannot be used now, the problem remains to find a good substitute.

An obvious expedient would be to replace the name of QUEEN VICTORIA by that of KING EDWARD VII or his present Majesty. With every loyal hope, however, for the continuance of the lives concerned, the objection remains that they are hardly numerous enough for the purpose.

Two alternative suggestions will therefore be made here to overcome the difficulty, though perhaps the ingenuity of correspondents may devise other and better ones. The suggestions are (1) That the limitations should be based on the peerage; (2) Or on old-age pensions.

Considering the peerage as a basis, the "Father of the House of Lords" is usually a venerable nobleman in the neighbourhood of, if he has not already attained, his ninetieth year, so there is reasonable certainty of well over a hundred years. The class of persons might be "Peers now living and any person now living who shall succeed to a peerage already created." It is conceivable, of course, though hardly likely, that, after

the death of the oldest of all present peers and their heirs, a centenarian living at the datum period might be ennobled, so that, unless he was clearly excluded, the class might remain indeterminate until the death of the oldest subject who might be ennobled, which would clearly render the period uncertain. Therefore the peers chosen should succeed to a title, unless perhaps it happened that some infant who had already done so survived all those whose titles subsequently descended on them. In such a limitation as above, it would make for certainty if the class were confined to peers domiciled in the United Kingdom, who had received their writ of summons, or, if Irish or Scotch, had the proper qualifications. This would exclude the small proportion of the class who lived abroad, and as to whom evidence might be difficult to obtain.

Several obvious criticisms of the above device may be made, the most so being the probability that, long before the limitation was spent, the present hereditary basis of the House of Lords would have been profoundly changed, if not abolished. It is also possible, of course, that Great Britain may become a Soviet Republic, or be ruled by a despot, or even be submerged by the sea. Taking the balances of probability, however, the total loss or destruction of recent records of our noble families is practically unthinkable, and a properly drawn limitation to the surviving person who, if the British Constitution remained as it is, would die a peer, should at least be as safe as the present law of perpetuities.

A limitation for the lives of persons qualified, except in respect of age, to receive old-age pensions in England, and to persons so qualified and in receipt of such pensions would begin with an enormous class, which would be very large even after seventy years, when they were all receiving pensions. For the whole time some members of the class would be on the books of the Ministry, and, after a hundred years, the number of centenarians drawing pensions could be determined with certainty. The remarks above as to the constitution of the House of Lords no doubt apply to the qualification for receiving old-age pensions, but the probability of their abolition may be regarded as negligible, and, while they last, the record will show clearly whether the oldest pensioner was alive at a given date.

The Right Hon. Sir William Joynson-Hicks, Bt., M.P.

Although Sir William Joynson-Hicks, whose portrait we have the pleasure to present with this number, is not the first solicitor who has attained Cabinet rank, he is, if we are not mistaken, the first to fill the office of Home Secretary, to which he was appointed in 1924. Sir William—he was created a baronet in 1919—who is one of the busiest of our public men, was born in 1865, and was admitted a solicitor in 1888, very soon acquiring a large and lucrative practice, numbering among his clients the London General Omnibus Company and The National Traction Engine Owners' and Users' Association. Whether from this *clientèle* was generated, or merely fostered, his interest in automobilism we do not know, but certain it is that from the advent of the motor car he has taken a lively interest in this method of traction, and this probably led him in 1906 to collaborate with Sir Montague Barlow in the publication of a useful work on "Mechanical Traction on Highways in the United Kingdom." But he was attracted to politics as well as to law. In 1900 he contested North Manchester, and in 1906 North-West Manchester, both times unsuccessfully. Standing again in 1908 for the last-mentioned constituency he defeated his present colleague in the Cabinet, Mr. Winston Churchill, a circumstance which demonstrates how the whirligig of time and chance occasionally brings about piquant situations. In 1910 Sir William was defeated, but in 1911 was returned for the Brentford Division of Middlesex, which he represented till 1918, when he became member for the Twickenham Division, which he still represents. In the Government of Mr. Bonar Law he was successively Parliamentary Secretary to the Overseas Trade Department, Postmaster-General, and Financial Secretary to the Treasury, with a seat in the Cabinet. On Mr. Baldwin's accession to office as Prime Minister, Sir William became, first, Minister of Health, and in 1924 he was appointed to his present responsible post of Home Secretary, a post which is often regarded as, next to the office of Premier, the most important position in the Government. Its duties are not indeed spectacular as are those of some of the other Secretaryships of State, but they affect more closely the whole community than do the others. A good many years ago the late F. W. Maitland, one of the most brilliant and acute of legal writers, said, comparing the office of the Lord Chancellor with that of the Home Secretary, that the former is the Minister of civil justice, while the latter is the Minister of criminal justice and police; that the House of Commons is the place for the Home Secretary, and the House of Lords the place for the Lord Chancellor; and then, with a touch of that quaint humour so characteristic of all his work, he added that "the Lord Chancellor is always a learned lawyer, while it is merely our good fortune if the Home Secretary has illuminated the science of international law or the practice of quarter sessions." In this he was referring to the tenure of the office of Home Secretary by Sir William Harcourt, who was for a number of years Whewell Professor of International Law at Cambridge, and by Sir Richard (afterwards Viscount) Cross, who in his early days at the bar wrote in conjunction with a professional friend a treatise on the Jurisdiction and Practice of Quarter Sessions.

Sir William Joynson-Hicks has been neither a specialist on international law nor on quarter sessions practice, but he has proved to be a most successful Home Secretary, displaying on many difficult occasions that union of firmness and tact which mark the successful administrator. His handling of the various problems raised by the General Strike in 1926 was in every way admirable, while his attitude to the recent demand for a searching inquiry into police methods, especially in connexion with prosecutions for offences against good order, has been marked by clear judgment and sound common sense.

Outside the domain of law and politics, Sir William finds an outlet for his boundless energies in many directions—in work in connexion with various religious and philanthropic organisations, and in the pursuit of his hobbies, which are motoring, shooting and golf. As every one knows, he does not love the new Prayer Book, of which indeed he has been one of the strongest and effective of opponents. His recent letter to the Bishop of London on the subject showed him as a complete master of skilful controversy. H.

A Conveyancer's Diary.

Entirety of Land vested in Trustees: *Re Hayward*, 1927, 71 Sol. J. 825; W.N. 249.

In the March issue of "The Conveyancer," pp. 85-86, Mr. W. H. Russell has a valuable note on an aspect of the case of *Re Hayward*, which is discussed in 71 Sol. J. 675.

It will be remembered that the land in *Re Hayward* was, immediately before 1926, divided into three shares, each of these shares being vested in the same persons as trustees upon three different trusts, and that an order had, in 1927, been made by the court appointing new trustees in place of the public trustee, it being assumed, when that order was made, that the entirety of the land had become vested in the Public Trustee by virtue of L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4). The obvious conclusion to draw in the circumstances was that the court, in framing an order for the appointment of new trustees, had acted on the

view that where undivided shares in land were vested in the same trustees upon different trusts or under different settlements, *the entirety* of the land was not vested in the trustees so as to bring the case within para. 1 (1) of Pt. IV.

It has been suggested by our contemporary, *The Law Journal* (Vol. LXV, p. 136), that *Re Hayward*, in this connexion, "does not matter," as there is no report of any argument on the particular point. But, at the same time it is stated that "the assumption that the entirety had vested in the Public Trustee was not surprising," though the general conclusion drawn by our contemporary seems to be that para. 1 (1) and not para. 1 (4) is applicable.

One text-writer states the position to be as follows: "where two tenants in common have died before the Act and have appointed the same persons to be executors or trustees, the legal estate will remain vested in them, but if they have appointed different persons the land will be vested in the Public Trustee." That might serve as an admirable compromise of the difficulty but it would be a compromise based upon no intelligible principle. If the tenants in common had conveyed all their shares to a single set of trustees upon identical trusts for persons in undivided shares, then the case would be within para. 1 (1), for the same persons were *prima facie* trustees of the entirety. But if, by different conveyances, undivided shares have before 1926 been conveyed to trustees, it can make no difference if the trustees selected for each share happened to be the same persons. Each set acted as trustees of a share, not of the entirety.

The real point at issue may be stated thus: Para. 1 (1) applies only to cases where *the entirety of the land* was vested in trustees or personal representatives. It is conceived that the entirety was not so vested where only the sum total of *shares* in land was held by trustees. In other words, notwithstanding that the sum total of shares was vested in the same persons there was nothing to create one entire unity, but only a collection of shares located for the time being (it may be quite temporarily) in the same persons under similar but with distinct rights or titles.

Relying on this argument we agree with Mr. Russell that para. 1 (1) applies only where the entirety of the land is vested in one set of trustees or personal representatives under one and the same settlement.

Re Hayward shows that the court has acted upon this view in making a particular order, and this illustrates the practice of the court.

It seems probable, if the point was not argued, that it was not considered arguable.

Quia timet Relief for Sureties to Administration Bond: *Re Anderson-Berry*, 1928, 1 Ch. 290.

Attention may be drawn to the decision of Clauson, J., in *Re Anderson-Berry*, 1928, 1 Ch. 290, which decision was upheld on appeal by the Court of Appeal, *ib.*, at p. 297.

The result of the case may be briefly stated as follows: Where sureties who have entered into the usual bond for the proper administration by the administrator of an intestate's estate, have reasonable ground for anticipating jeopardy as the result of a threat by the administrator to distribute the estate without making proper provision, in accordance with the bond, for contingent liabilities, they may apply to the court for relief *quia timet* and may be granted such relief by way of indemnity against their liability under their bond. If there is a clear threat to do that which is wrong and involving the replacement of money, the court will not allow its jurisdiction to be stultified. Acting in the belief that prevention is better than cure, particularly if the cure in any case is uncertain, the court will afford relief *quia timet*.

A UNIVERSAL APPEAL.
To Lawyers: For a Postcard or a Guinea for a Model Form of Bequest to the Hospital for Epilepsy and Paralysis, Maida Vale, W. 9.

Landlord and Tenant Notebook.

Decontrol of Dwelling-house by Grant of Lease.

Another decontrol problem has apparently been solved by a decision of a Divisional Court in *Bartram* v. *Brown and another*, 72 Sol. J. 354, though on this occasion the question did not arise under sub-s. (1) of s. 2 of the Rent and Mortgage Interest Restrictions Act, 1923—a sub-section which has already been fruitful of several important decisions—but under sub-s. (2) of that section.

That sub-section is in the following terms: "Where at any time after the passing of this Act the landlord of a dwelling-house to which the principal Act applies grants to the tenant a valid lease of a dwelling-house for a term ending at some date after the 24th day of June, 1926, being a term of not less than two years, or enters into a valid agreement with the tenant for a tenancy for such a term, the principal Act shall as from the commencement of the term cease to apply to the dwelling-house . . . Provided that where part of the dwelling-house is lawfully sub-let at the commencement of the term and is a dwelling-house to which the principal Act applies, that part shall, notwithstanding anything in the foregoing provisions of this sub-section, continue to be a dwelling-house to which the principal Act applies."

It might incidentally be noted, however, that by reason of the extension of the Rent Restriction Acts, the above provision was amended by the Rent and Mortgage Interest (Restrictions Continuation) Act, 1925, that Act providing (by s. 1 (3) (*b*)) that instead of the words "after the 24th day of June, 1926," in the above section, there should be substituted the words "not earlier than one year after the date fixed at the time at which the lease is granted for the expiration of the principal Act," but this alteration will not affect cases in which the requisite lease for the purpose of decontrolling the premises has been entered into prior to the 28th May, 1925, the date of the passing of the Rent and Mortgage Interest (Restrictions Continuation) Act, 1925.

To deal now with the facts in *Bartram* v. *Brown and another*, *supra*. That action was an action for damages for illegal distress, and the question as to the legality or otherwise of the distress turned upon the question whether the premises had become decontrolled, the material facts being as follows:—

In March, 1922, the defendant Brown (since deceased) took over the residue of a long lease of the premises. In May, 1923, Brown let the whole of the premises to one G, who had, in breach of covenant, sub-let two rooms to a Mrs. S. G. disappeared, leaving Mrs. S in possession of the two rooms. In September, 1923, Brown let the whole of the premises to a new tenant, one R, for a period of 21½ years at a rent rising from £150 to £160, and R took over Mrs. S as his sub-tenant.

The material question for the consideration of the court was whether the letting to R had had the effect of decontrolling the premises.

That letting it should be observed fulfilled the requirements of sub-s. (2) as to the length of the term (being a grant for more than two years) and as to the date of the expiry of the term (being a grant for a term expiring at some date after the 24th June, 1928), but the point was taken that the letting in question notwithstanding did not fulfil the requirements of the sub-section, since it was not a letting to the sitting tenant but to a stranger; and in this connexion it is important to note that the sub-section speaks of a grant of a lease to "*the* tenant."

On a strict interpretation of the sub-section, the view taken by the Divisional Court that the sub-section is referring to the grant of a lease to the sitting tenant, i.e., to the person who is holding the premises as tenant to the landlord who is granting him a new lease, appears to be correct, since, if the sub-section was referring to the grant of a lease to any person, whether the sitting tenant or not, one would have expected the

phraseology of the sub-section to be different. In such a case, to adopt the language of Mr. Justice Acton, "the apt and appropriate words would be 'grants to a tenant' or 'grants to any tenant' or the meaning might quite well be expressed by leaving out altogether the words 'to the tenant' or 'to a tenant' or 'to any tenant' and simply saying 'grants a valid lease.'"

It is unlikely that any such result as has in fact occurred in *Bartram* v. *Brown* was ever contemplated, and such a construction does not appear to be consistent with the idea of decontrol, as embodied in s. 2. The sub-section in question, however, does not permit of any other construction, and the only way out of the difficulty would be by legislation.

Our County Court Letter.

RENEWALS OF ADVERTISEMENTS.

Heavy liabilities with regard to the above may be incurred by those who sign agreements without reading them. A cottager may decide to provide teas on a motor omnibus route, and therefore inserts an advertisement in the company's time-table. If the experiment fails, and the advertisement is abandoned, the company may point out that the agreement was for five years, unless determined by twelve months' notice on either side. The only escape from liability is to prove that the plausibility of the agent (if any) amounted to misrepresentation; or that the agreement was on a printed form, and that the conditions were either in minute print, or on the back, or otherwise hidden among advertisements—so that the attention of the advertiser was not drawn to them. Careless phraseology in letters may also have unexpected results.

In *Wilson* v. *Harper & Son*, 1908, 2 Ch. 370, the defendants agreed to pay the plaintiff 5 per cent. commission on all accounts introduced by him, so long as they did business with the persons he placed on their books. Mr. Justice Neville held that the commission was payable to the plaintiff's executors after his death, so long as the defendants did business with the firms he introduced. In *Salomon* v. *Brownfield*, 12 T.L.R. 239, the plaintiff travelled in Australia for the defendants, upon the terms that he was to receive 7½ per cent. upon all orders from customers he introduced, whether the orders were obtained through him or not. On receiving three months' notice to terminate his engagement, the plaintiff claimed a commission upon all orders from customers introduced by him, as the contract was indefinite as to time. The defendants contended that that would amount to the payment of an annuity and was wholly unreasonable. Mr. Justice Mathew pointed out, however, that it was open to the defendants to cease to deal with the customers introduced, and he made the declaration asked for.

In the cases decided solely with regard to advertisements, the canvassers have not been so fortunate. For example, in *Gerahty* v. *Baines & Co.*, 19 T.L.R. 554, the plaintiff, an advertising agent, claimed a commission of £10 per cent. on all advertisements received by the *Daily Graphic* and other papers directly from advertisers introduced by the plaintiff; and £5 per cent. on all advertisements so received from any firm introduced by the plaintiff subsequent to the determination of his employment as the defendants' canvasser. The jury found that there was no agreement that the plaintiff should be entitled to commission on renewals of advertisements, after the expiration of his employment as canvasser. Lord Alverstone, C.J., in giving judgment, said: "The case as first presented by the plaintiff—i.e., that he was entitled for all time to commission on renewals of advertisements, whether obtained by the efforts of another canvasser or not—was impossible. The position of the canvasser under such circumstances is that, if he is going to claim commission after the expiration of his employment, there must be a special bargain to that effect." Judgment was therefore given for the defendants.

Nevertheless, if a canvasser is deprived of the opportunity of obtaining renewals he is not without a remedy. He should in such a case not claim commission on renewals, but should claim damages for breach of an implied contract. This is only possible if there has been a course of dealing over several recurring periods. Advertising contractors, for example, may have always accepted advertisements from a "free-lance" agent with his own clientele of advertisers. If they then forestall the free-lance by sending one of their own staff, and having obtained the advertisement, insert it in the "medium" (such as a cinema programme) over which they have sole rights—they may be held liable for damages for depriving the agent of the chance of earning his commission. The damages will probably be confined to the amount of commission on the first renewal. The above cause of action only arises if the canvasser (*a*) is a free-lance, and (*b*) has not received notice from the contractors that they will not accept further advertisements from him. A canvasser who was formerly on the staff, but has received notice terminating his employment, is not entitled either to commission on renewals or to damages for the termination of his employment, if the notice was valid. Some canvassers are in an anomalous position, as although not on the staff of advertising contractors, they are sometimes entrusted with the contractors' books of order forms. The effect usually is to entitle the canvasser to notice, otherwise he can claim damages as above.

Practice Notes.

FRESH EVIDENCE ON APPEAL.

Under O. 58, r. 4, the Court of Appeal is given all the powers and duties as to amendment and otherwise of the High Court, together with full discretionary powers to receive further evidence upon questions of fact, such evidence to be either by oral examination in court, by affidavit, or by deposition taken before an examiner or commissioner.

Although the Court of Appeal is given power to admit fresh evidence, this power will only be sparingly and cautiously exercised. It is impossible, however, to give any precise definition of the grounds on which the court will grant leave to a party to adduce fresh evidence. This much seems clear, namely, that a party must be prepared at the trial to adduce all the evidence that he has available, and he will not be permitted, as Cotton, L.J., said in *Evans* v. *Benyon*, 1887, 37 Ch.D. at p. 345, to bolster up his case by adducing fresh evidence before the Court of Appeal; nor will fresh evidence be admitted where the party might have with due diligence reasonably discovered the evidence before the trial, nor again where the party fails to act with sufficient promptness in making his application for leave to adduce the further evidence: *Nash* v. *Rochford Rural Council*, 1917, 1 K.B. 384. So again in *Turnbull & Co.* v. *Duval*, 1902, A.C. 429, the Privy Council held that the appellants "who before the trial had made no application for discovery were not entitled to a new trial on the ground of an important document shown to have been accessible at the trial if called for, having come since to their knowledge."

Furthermore, where the ground of appeal is the alleged discovery of fresh evidence, the evidence must at least be such as is presumably to be believed and if believed, to be, if not conclusive, at any rate "so gravely material and so clearly relevant as to entitle the court to say that that material and relevant fact should have been before the (Court) in giving its decision" per Lord Shaw, in *Brown* v. *Dean*, 1910 A.C., at p. 376.

It is not necessary, however, that the fresh evidence should be conclusive where there is a charge of fraud or surprise,

and in this connexion it may be useful to refer to the *dicta* of Lord BUCKMASTER, when delivering the judgment of the Privy Council in *Hip Foong Hong* v. *H. Neolia and Co.*, 1918, A.C., at p. 894, where the learned judge said: "In all applications for a new trial the fundamental ground must be that there has been a miscarriage of justice. If no charge of fraud or surprise is brought forward it is not sufficient to show that there was further evidence that could have been adduced to support the claim of the losing parties, the applicant must go further and show that the evidence was of such a character that it would so far as can be foreseen have formed a determining factor in the result. Such considerations do not apply to questions of surprise, and still less to questions of fraud. A judgment that is tainted and affected by fraudulent conduct is tainted throughout and the whole must fail . . ."

It is interesting to note that in a recent case, *Sinanide* v. *La Maison Kosmeo* (*Times*, 16th May, 1928), where the plaintiff was claiming copyright in a slogan "Beauty is a social necessity, not a luxury," the Court of Appeal admitted fresh evidence to the effect that similar slogans had appeared previously in advertisements issued by other persons in order to show that the slogan could not be regarded as the original invention of the plaintiff and that he could not in any event have any copyright therein, but the grounds on which the court refused the application of the respondent to exclude this evidence do not appear from the report.

Correspondence.

Mortgages and the Rent Restriction Acts.

Sir,—Before the Rent Restriction Acts are extended for a further year by means of the Expiring Laws Continuance Act, I should like to raise the following points for the consideration of your readers, and to have other opinions on the subject.

By these Acts certain mortgages executed before 1st July, 1920, are protected from enforcement and from increase of interest in much the same way as "dwelling-houses" are protected in respect of possession and increase of rent.

Originally there was good reason for this as part of the immediate protection of tenants, but I think that the justification has now completely gone; and I suggest that any such restriction on freedom of contract should be swept out of the way directly it ceases to justify itself.

There is no doubt in my mind that the provisions of the Acts relating to mortgages will be carried on by sheer inertia unless the matter is taken very firmly in hand—and this will be a great misfortune if, as I suggest, they are no longer required.

In my opinion any renewal of the Rent Restriction Acts at the end of this year should exclude mortgages entirely from their future operation. Possibly there is still an argument for protecting a few individual mortgages in order to carry out the main purpose of the Acts in those cases, but that would not affect the general question. "Hard cases make bad law." If a landlord holds a mortgage on his tenant's house and calls it in as a means of getting possession, the tenant can always find someone else to take it over if it is a good security: if it is not a good security he should not be protected.

Apart from the general undesirability of restricting freedom of contract, there are special reasons in this case with which every practising solicitor must be familiar. Mortgagors who before the Rent Restriction Acts had borrowed money on generous terms are now keeping the lenders out of their own money (on a security which may have become unsatisfactory) simply because they are earning a better rate of interest than the rate they now pay to the lenders. I personally know of mortgages on poor security which produce only 5 per cent. simply because the rate was originally 4 per cent. and the maximum permitted increase is only 1 per cent. The mortgagor has only to pay his interest punctually and the lender can do nothing.

Another point: if the mortgage is freehold and the property has been allowed to get into disrepair in breach of covenant, the lender can, of course, pay for a survey and sell as mortgagee. But let us suppose that the mortgagor also employs a surveyor, who advises that in his opinion the property is in sufficient repair to form adequate security for the loan. The lender is then liable to an action for damages: Law of Property Act, 1925, s. 104 (2); and in the case of trust funds the lender would have to retain in hand a special fund to meet this risk. If it were leasehold property which were "seriously diminishing in value or otherwise in jeopardy," the lender would be able to apply to the county court under s. 7 (ii) of the 1920 Act and so secure himself against subsequent attack; but in the case of freehold property (which is the more usual security) there does not appear to be any such provision.

A further aspect of the matter is this: apart from the general inconvenience of lenders being unable to recover their money or get a fair return from a pre-war investment in mortgages, there is the common case of trust funds invested in freehold mortgages. A life tenant dies and the fund is distributable—but how is it to be distributed? If the mortgages have been raised to the limit and are still only 5 per cent., it is impossible to find anyone who will take a transfer except at such a discount as will yield to the transferee a clear 5½ per cent. To realise the mortgages in this way means a considerable loss to the trust, virtually putting the difference in the pockets of the respective borrowers, every one of whom could possibly repay his mortgage without inconvenience. The mortgages could perhaps be appropriated to the beneficiaries, but in small estates the beneficiary generally wants cash.

It may be suggested that these difficulties could be overcome by permitting all mortgage interest to be raised to 5½ per cent. or 6 per cent., and that would certainly be a great benefit, but I should still maintain that the reason for the restriction on mortgages has almost completely disappeared and that mortgages should now be cut out of the Rent Restriction Acts entirely.

London, E.C.4. A. DE F. MACMIN.
16th May.

[Mr. Macmin's suggestion that mortgages should be taken out of the protection of the Rent Restrictions Acts deserves very serious consideration. We would welcome the views of our readers upon the matter—ED., *Sol. J.*]

Preservation of Foxes.

Sir,—The paragraph on the "Preservation of Foxes" in the issue of THE SOLICITORS' JOURNAL of 12th May, p. 308, conveys, I think, a wrong impression of the effect of the Protection of Animals (Amendment) Act, 1927. It is not quite accurate to say that it can be proved that all reasonable precautions were taken to prevent injury by poison to dogs, cats, fowls and other domestic animals and wild birds; this constitutes a good defence to a charge under s. 8 of the Protection of Animals Act, 1911. This is not apparently enough. The accused must also show, in order to avail himself of the protection of the proviso to the section, either that the poison was placed by him for the purpose of destroying insects and other invertebrates, rats, mice, or other small ground vermin, where such is found to be necessary in the interests of public health, agriculture, or the preservation of other animals, domestic or wild, or for the purpose of manuring the land. Since foxes do not come within the description of "rats, mice, or other small ground vermin," it seems to follow that the deliberate poisoner of foxes will still be liable under the

section, if he or she can only prove that the precautions you refer to were taken.

London, E.C.4. WILLIAM C. SEARLE.
16th May.

[While the above statement of the law is technically accurate, the lawful objects specified are so multifarious that a Bench will practically assume, in a defendant's favour, that he had one of them in view. The real contest takes place over the adequacy of the precautions, as even a deliberate poisoner of foxes can usually prove that he is interested in "the preservation of other animals" as allowed by the section.—ED., *Sol. J.*]

Preservation of Game Birds.

Sir,—Thanking you for the copy of THE SOLICITORS' JOURNAL which you kindly sent me, I should be glad to point out the ground of our decision in the case of a prosecution for shooting owls, which was before our Bench last week.

The Bench dismissed the charge in respect of the little Danish—not French as they are erroneously called—owls on the ground that at the date of the passing of the Wild Birds Protection Act of 1880 such owls were not "wild birds" within the meaning of the Act, they having become such during the last twenty or thirty years as the result of the owners of aviaries having either turned them loose on the country or having allowed them to escape; or that if they came within the Act at all, they did not fall within the schedule, or that the defendant, being the occupier of the land, was protected by the exception at the end of s. 3.

As to my personal expression, I would say that my knowledge of bird life shows me that if the small owl is to be allowed to increase unlimitedly there will be an end of all small birds, which they ruthlessly destroy even from the nest.

Gloucester. EVAN B. JEUNE, Col.,
15th May. Chairman Gloucester County Bench.

[The above discloses an interesting historical fact, of which a Bench with specialised knowledge can take judicial notice. In other cases an adjournment should be applied for, in order that the evidence of an expert ornithologist may be obtained as to the definition of an owl within the meaning of the Act.—ED., *Sol. J.*]

Reviews.

The Essentials of International Public Law and Organisation. By AMOS S. HERSHEY, Ph.D., Professor of Political Science and International Law in Indiana University. Revised Edition. 1927. Foolscap 4to. pp. xxii and 784 (with Index). The Macmillan Company, New York. 15s. net.

Professor Hershey's treatise, first published in 1912, is known to international lawyers as a scholarly and useful text-book. The wealth of bibliographies, the concise treatment of the matter and the clearness of exposition, have caused it to be widely read both by university students and scholars. Professor Hershey has spared no effort to bring the new edition thoroughly up-to-date and he has done it in an admirable manner. Every part of the book bears witness to the painstaking work of a scholar. The new edition has grown by about 200 pages, the bulk of the additions being in small footnote type. Few, if any, events of international life in the last fifteen years have escaped the learned author. The new matter is given with a surprising wealth of detailed information.

There are two features of this new edition which will especially endear it to all who will use it. One is the progressive spirit in which the new developments are presented and the new institutions included in the working system of international law. This spirit is evidenced, amongst others, by the fact that about 180 of the additional pages are devoted to the law of peace and only twenty to the law of war. And although Professor Hershey, from reasons to be mentioned later, was at pains not to add much to the body of the book, he found room for adding a small but significant paragraph on the "Fundamental Duties of States," in which he deprecates the tendency "to assert rights rather than the duties of States." The second feature of the book is the obvious impartiality of the author in all matters in which the legal or political practice of his country has become an object of foreign criticism. Thus, to mention two instances, when referring to the Central American Court of Justice, he does not hesitate to state that the court was "virtually destroyed by its creator." When dealing with the part played by the Senate of the United States in regard to the adhesion to the World Court, he says: "An institution like the United States Senate is evidently ill-fitted for international co-operation."

We know it from the preface, and it is obvious from every page of the book, that Professor Hershey was confronted with the difficult problem of not letting the ample new material outgrow the normal size of a text-book for students. He solved the difficulty by putting the new matter largely into footnotes. But this method, it appears to us, has its disadvantages. Students are not in the habit of reading long footnotes. There is a limit to the capacity of footnotes, a limit which is determined by their intrinsic purpose and which may be easily over-stepped, with deplorable results, by assigning to them the function of keeping down the size of the book. Moreover, an arrangement which, for reasons of space, relegates important matter to footnotes does not satisfy the sense of proportion and may become a source of confusion by creating the impression that the place allotted is indicative of the relative value of the different portions of the book. It is inevitable that text-books of international law should grow, seeing that international law is developing rapidly in regard both to new institutions and to legal theory. It is not satisfactory that Professor Hershey should have felt compelled to omit altogether, even in footnotes, any mention of the recent tendencies in the doctrine of international law on the question of its subjects and sources; or that he should have thought it necessary to reduce to a bare minimum the discussion of, or even expression of opinion on, most of the legal questions raised by the new institutions. However, we do not put forward these considerations by way of criticism, but merely as a suggestion on a matter in regard to which no one who was not himself confronted with the difficult task of editing a text-book of international law ought to be too sure of his position.

Books Received.

Tax Cases. Vol. XI. Part X. (Reported under the direction of the Board of Inland Revenue.) 1928. H.M. Stationery Office. 1s. net.

Mews' Digest of English Case Law. Quarterly issue. April, 1928. Containing cases reported from 1st January to 1st April, 1928. AUBREY J. SPENCER, Barrister-at-law. London: Stevens & Sons, Ltd.; Sweet & Maxwell Ltd., Chancery-lane.

Massachusetts Law Quarterly. Vol. XIII. No. 4. Special Number, April, 1928. Massachusetts Bar Association, 60 State-street, Boston, Mass.

The Journal of Comparative Legislation and International Law. Third Series. Vol. X. Part II. May, 1928. F. P. WALTON, K.C. (Quebec), LL.D. The Society of Comparative Legislation, 1 Elm-court, Temple, E.C.4. Issued to Subscribers only.

The Carnegie Foundation for the Advancement of Teaching, Annual Review of Legal Education. 1926-1927. Alfred Z. Reed, 522, Fifth Avenue, New York City.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Undivided Shares—One Vested in Executors on 31st December, 1925—Both so Now—Title.

Q. 1254. A and B were seised of freehold land in fee simple, as tenants in common in equal shares. B died in 1923, having appointed A and C his executors, who both proved the will. A died in 1927, having appointed D, E, F and G his executors, who have all proved the will. No assent has been made by the executors of either will, and neither share is encumbered. It is now desired to sell the property and we shall be much obliged if you will kindly advise us where the legal estate is now vested, and who will be the proper persons to convey.

A. This was a case falling on 1st January, 1926, under the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4), unless, indeed, B left his share of the property to not more than three persons absolutely, and, under the doctrine of *Wise* v. *Whitburn*, 1924, 1 Ch. 460, the assent to the devise to them by A and C would have been implied. In that case only para. 1 (2) applies, and they, or the survivors of them, hold on trust for sale. Otherwise, the Public Trustee holds, and can be divested under para. 1 (4) (iii), as amended by the L.P. (Am.) Act, 1926, Sched. On the principle of *re Cliff*, 1927, 2 Ch. 94, the opinion is here given that D, E, F and G can appoint, themselves if they think fit, and so give title. Similar points have often been dealt with in these columns, see, for example, cases now collected in "Everyday Points in Practice," pp. 50–59.

Personal Representatives—Executrix-Devisee dying before Assent to Herself—Title.

Q. 1255. A testator, being possessed of freehold property, dies a few days after the 1st of January, 1926, having by his will left all his estate, both real and personal, to his wife and appointing her sole executrix. The wife proves the will and discharges all debts and liabilities, but subsequently dies intestate without having assented in writing by any formal document to the gift to herself of the freehold property. Her administrators, as her personal representatives, have recently entered into a contract to sell the property, and are met with an objection on the part of the purchaser that, inasmuch as they cannot produce a written vesting assent to the beneficial interest of the testator's widow, their title is defective. The vendors have refused to accept this view and have given notice to rescind the contract under No. 10 of the General Conditions of 1925, which are part of the contract, but the purchaser's solicitor cannot admit the right to rescind and threatens proceedings by way of an originating summons for the purpose of compelling the vendors to make the title perfect. The vendors are desirous of completing, and do not wish to go to the expense, which they consider unreasonable, of taking out letters of administration *de bonis non* to the testator (a course suggested by the purchaser) or obtaining a vesting order. (*a*) Is the title defective? (*b*) If so, can it be perfected by a grant *de bonis non* to the original testator's estate and the administrators signing an assent? (*c*) Whether under the circumstances, on the ground of unreasonable expense, are the vendors able to rescind the contract?

A. The opinion is here given that the purchaser's advisers take a valid objection to the title. The A.E.A., 1925, s. 36 (4), abolishes the doctrine of implied assent laid down in *Wise* v. *Whitburn*, 1924, 1 Ch. 460, and similar cases, by providing that an assent not in writing shall not be effectual to pass a legal estate. The legal estate was therefore vested in the wife as executrix at her death, and her administrators, as such, do not take it, see s. 7 (3) (*a*). The first two questions are therefore answered in the affirmative. The third must be answered in the negative, since the grant *de bonis non* is essential to the title. Possibly the legal estate has vested in the Probate Judge under s. 9, but, whether so or not, it is not vested in the administrators, and they cannot convey it.

L.C.A., 1925—Vendor and Purchaser—Vendor's Easement in Fee to Run Water through Pipe across Land Conveyed—Covenant to Keep Pipe, etc., in Repair—Purchaser's Easement to Take Water from Pipe for 30 Years—Need or Otherwise for Registration Under.

Q. 1256. A, in December, 1927, purchased a piece of land (part of a farm) from B with the consent of his mortgagees (who joined in the conveyance to A). A water supply pipe ran under the piece of land purchased from a reservoir near the farmhouse to land beyond the piece purchased. In the conveyance to A he was granted a right to take water from the pipe for a period of thirty years upon payment of certain small sums of money, and B reserved the right to run water through the pipe under the land purchased by A and to enter upon the land for repairing purposes. There follows covenant by the vendor to keep pipes in repair and pumps and reservoirs in order during the period of thirty years. The purchaser covenants to pay the rents reserved for the water supply and to keep fences recently erected in good repair. As the right granted to A is for a term of years only, and, from the wording of the clause, appears to be contingent upon payment of the sums mentioned, is it necessary for A to register a land charge Class D in respect of the easement against the farm belonging to B? Presumably neither the right reserved by B or the covenant by A in respect of maintaining fences need be registered. Is this correct?

A. The vendor reserves an easement in fee of the running water, and out of that grants an easement for years absolute to the purchaser. These easements are legal interests subsisting by their own inherent strength, see L.P.A., 1925, s. 1 (2) (*a*), and therefore do not need registration. And if the purchaser's right is contingent on proper payments, so is a lease, which is certainly a "term of years absolute" within s. 1 (1) (*b*), notwithstanding that it may be determinable in certain circumstances. Neither easement therefore requires registration. The covenant to keep the pipes in repair and pumps and reservoirs in order is a covenant to spend money, which will not run with the land in equity under the doctrine of *Austerberry* v. *Oldham Corporation*, 1885, 29 C.D. 750, unless to be regarded as one between lessor and lessee. On neither supposition is it registrable. The covenant to keep fences in repair is apparently one which runs with the land in law and binds successive owners, see "Everyday Points in Practice," case 2, p. 451, and case 3, p. 342, but again is not registrable as a restrictive covenant. There is therefore nothing to register under the Act.

Enfranchised Land—Compensation Agreement—Land held by Two Trustees for Sale—Compensation for Fines and Heriots.

Q. 1257. A (aged fifty-five) and B (aged fifty) were, on the 31st December, 1925, tenants in common of a customary tenement subject to a small annual customary rent and to a fine certain on the death of, or alienation by, the tenant. A and B now wish to extinguish the manorial incidents, and it

is desired to know how the compensation in respect of the fine is to be calculated. It is presumed that by the operation of the L.P.A., 1925, the premises became vested in A and B upon the statutory trusts, and that para. 16 of Pt. 2 of the 13th Sched. to the L.P.A., 1922, is applicable. The rules and tables to the Succession Duty Act, 1853, are not framed for ascertaining "the expectation of survivorship of joint lives." Is it intended that the rules and tables to the Act shall be applied as follows :—

	£	s.	d
Value of annuity of £100 per annum on life aged fifty-five	1,103	18	0
The like on life aged fifty	1,242	19	6
	2,346	17	6
Deduct Value of an annuity on the joint continuance of two lives aged fifty-five and fifty respectively	871	0	6
	£1,475	17	0

The sum of £1,475 17s. is the approximate value of an annuity of £100 on a life aged forty-one. The number of years' purchase on a life aged forty-one, according to the table appended to Pt. 2 of the 13th Sched. to the L.P.A. of 1922, is 2.10. Is the compensation in respect of the fine certain ascertained by multiplying the fine by one-half of 2.10 ?

A. The phrase "the expectation of survivorship of joint lives" would normally mean the expectation of the point of time when the joint lives would cease. Since in the ordinary case after the admittance of two, no fine is payable until the death of the survivor, the phrase must be construed "the expectation of survivorship of the last of two joint lives." On this footing the calculation above appears to be correct.

L.P.A., 1925—Registration of Second Mortgage—Sale with Concurrence of Second Mortgagee—Cancellation of Entry.

Q. 1258. A mortgaged freehold property in 1921 to B. In 1924 A mortgaged the same property to C, subject to B's mortgage. C has registered his second mortgage as a land charge. A has now sold part of the mortgaged property to D and both B and C join in the conveyance to release the property sold from their respective mortgage terms. Is it necessary for the registered land charge to be discharged on the register or can D ignore the fact that it is registered against A and the land, in view of the fact that C is joining in the conveyance to D. If the charge must be discharged, it is assumed that this must be done at the expense of A. The National Conditions of Sale form part of the contract between A and D.

A. The registration merely gives notice of the charge to future purchasers under the L.P.A., 1925, and, the title shewing that the purchaser has got in the chargee's interest, the former is not prejudiced by it. The opinion is, therefore, here given that neither the vendor nor the chargee is bound to clear it off ; see also "Everyday Points in Practice," case 3, p. 363.

Restrictive Covenant—Building Line—"Building or Erection"—Petrol Pump—Whether Infringement.

Q. 1259. Some years ago several plots of land fronting on a main road were sold to various purchasers, subject to stipulations, one of which was as follows : "The building line shown on the plan shall be rigidly observed, and except bay windows and ordinary architectural dressings no buildings or erections or portions of a building or erection shall be built upon or be made to project upon or overhang the space between the building line and the road boundary." Does the erection of a petrol pump by the present owner of one of the plots, on the space between the building line and the road boundary, amount to a breach of this stipulation, and what steps should the original vendor take to obtain the removal of a petrol pump so erected ?

A. The opinion is here given that a petrol pump is an "erection" within the above covenant. Oil pumps have been held to be "erections" within a covenant to deliver up, etc., at the end of a term by a lessee, see *Bidder* v. *Trinidad Petroleum Co.*, 1868, 17 W.R. 153. Possibly as a trade fixture there might be some doubt in the matter as between landlord and tenant, see *Lambourn* v. *McLellan*, 1903, 2 Ch. 268. As between freeholders, however, the covenant would with every probability be more strictly construed, for the aim of the covenant is that there should be a clear space free from permanent and immovable fixtures, and the spirit of it is violated by setting up a petrol pump. The covenant would have been rather more satisfactory if the wording had been "buildings or erections shall be built upon or made or caused to project," etc., for on the wording above it is arguable that the erection must be one capable of being "built." Still, the intention is clear, and the covenant should be wide enough. The owner should be required to remove the pump, and, if he declines to do so, it is possible a mandatory injunction might be granted, see *A.-G.* v. *Wimbledon House Estate Co.*, 1904, 2 Ch. 34. This would be a matter for counsel settling the writ to consider.

Tenant Holding Over—Quarterly Tenancy.

Q. 1260. A in March, 1926, bought premises, the main use of which was for business purposes. Part of the premises are used as living accommodation by B, who has been tenant since 1909, at a rent within the Act. B is a yearly tenant, and one-half year's notice to terminate his tenancy was given to determine in September, 1926. The notice to quit stated that after the expiration thereof the tenancy would become a quarterly one, and A received rent in December, 1926, in respect of one quarter's rent.

(1) Is the previous half-year's notice thereby adversely affected ?

(2) If so, what notice should now be given, i.e., half-yearly or quarterly ?

(3) As the premises are used mainly for business purposes, do the Rent Restrictions Acts apply ?

A. (1) We are of opinion that in this case the tenant is holding over as a quarterly, and not as a yearly tenant. The payment and acceptance of rent by a tenant holding over raises merely a presumption that the tenant is holding over as a yearly tenant. In this case, as the landlord expressly stated in the notice that if the tenant held over he would hold over as a quarterly tenant, the tenant must by holding over be regarded as having accepted the terms of the landlord. The whole question, however, is one of fact, but at the same time if the tenant raised no objection to the quarterly tenancy, it is difficult to see how he can be anything but a quarterly tenant.

(2) Inasmuch as in our opinion, the tenant is a quarterly one, the usual quarter's notice will be sufficient.

(3) If the premises are mainly used for business purposes they would be outside the Rent Restriction Acts. Whether, however, they are "mainly so used" is a question of fact, depending on a variety of circumstances, e.g., the purpose for which the premises were let, their structural character, the respective position of the premises used for business purposes and for residential purposes, and so on.

We have assumed in our answer to queries (1) and (2) that the premises are not within the Rent Restrictions Acts. If, however, they are within those Acts then it is possible that no further notice to quit would be necessary. However, as it is arguable that a new contractual tenancy has been constituted in the circumstances, it would be safer to serve a quarter's notice to quit in any event.

Company—Compulsory Winding-Up—Receiver for Debenture-holders—Benefit of Agreement for Lease entered into by Directors.

Q. 1261. In May, 1924, a lease for the term of five years from Lady-day, 1924, was granted to X Company Limited

(a private limited liability company) by M and N, the freeholders. On the 12th May, 1927, X Company Limited issued a series of debentures for £1,000 covered by a trust deed, which, *inter alia*, gave to the trustees a charge by way of legal mortgage on the company's leasehold premises. In November, 1927, the debenture trustees appointed a receiver in pursuance of the powers conferred by the deed, and the receiver took, and still has possession of the company's assets, and in December, 1927, an order was made for the compulsory winding up of the company, and the Official Receiver was appointed, and still is provisional liquidator. The receiver has now agreed to sell the assets of the company, including the lease and goodwill to Z. In May, 1927, the company negotiated with M and N, the landlords, for a further lease on the premises for twenty-one years, to commence at the end of the present lease, and the landlords agreed to grant the same in consideration of a premium of £1,000. The company had no funds, and A and B, two directors of the company, paid £1,000 into the company's account, and on the same day the company drew a cheque in favour of M and N, the landlords, for £1,000. A and B then handed this cheque to the landlords, and the landlords entered into an agreement to grant a lease of the premises for twenty-one years to A and B, the agreement reciting that the consideration was paid by A and B.

(*a*) Who is entitled to the benefit of the agreement to grant a further lease for twenty-one years ?

(*b*) If the receiver or the liquidator is entitled to it, who are the proper parties to the assignment to Z (the receiver and liquidator each being willing to assign it with the lease and other assets), and must A and B join in the assignment ?

(*c*) Who are the proper parties to assign the present lease ?

(*d*) Can a suitable precedent be mentioned ?

A. This case raises somewhat difficult questions of law. It is difficult to state who is really entitled to the benefit of the agreement, without perusing and considering the agreement itself, and without being further informed as to what actually occurred at the interview between A and B and the landlord.

(*a*) It would seem to us, however, on the facts that the agreement was granted in reality not indeed to A and B, but to the Company, A and B acting as agents or trustees in the matter. If this is the true nature of the transaction, the fact that £1,000 was advanced by A and B does not appear to us to affect the question. A and B merely being in the position of the creditors of the company with regard to this sum. In this connection, moreover, it would be material to consider, the state of the banking account of the company at the time. If we are right in the above view then the agreement in question became an asset of the company, which passed to the receiver on behalf of the debenture-holders on the latter's appointment. In this connection, again, it would appear necessary to consider the trust deed executed in favour of the trustees for the debenture-holders, in order to ascertain if this "asset" was included therein, and whether therefore it enured for the benefit of the debenture-holders.

(*b*) On the assumption that the benefit of the agreement passed to the receiver, he, together with A and B, would appear to us to be the proper parties to the agreement, since the agreement was in terms entered into with A and B, and not with the company.

(*c*) The proper parties to the execution of the present lease are the receiver and the trustees for the debenture-holders.

(*d*) We are not aware of any suitable precedent.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1 ; 187, Fleet Street, E.C.4 ; 20-22 Lincoln's Inn Fields, W.C.2 ; and throughout the country.

NOTES OF CASES.

High Court—Chancery Division.

***In re* Eastern United Assurance Corporation.**

Astbury, J. 18th April.

PRACTICE—EVIDENCE—EXECUTION OF POWER OF ATTORNEY IN BRITISH DOMINIONS — SUFFICIENCY OF NOTARIAL CERTIFICATE—R.S.C., 1883, Ord. 38, r. 6.

Petition.

This was a petition by the attorney of the above company in England for payment out to the company's nominees in England of the deposit of £20,000, made under the Assurance Companies Act, 1909 (9 Edw. 7, c. 49), s. 2. The company is a Singapore company incorporated in Singapore in 1913, but in 1920 it started to carry on fire insurance business in England and made the above deposit. The English business was discontinued in 1922 and there were now no further risks or liabilities subsisting in connexion with it. The power of attorney appointing the petitioner attorney for the company was dated 17th January, 1928, and was executed before a notary public of Singapore, who attached the usual notarial certificate and seal thereto, and the only question in this case which calls for a report is whether such authentification of the power was sufficient or whether an affidavit verifying the notary's signature and official position was also necessary. The company relied on Ord. 38, r. 6, and the notes in the Annual Practice, 1928, at p. 685, and referred to *In re Goss's Estate*, 1866, 12 Jurist (N.S.) 595 ; *Hayward* v. *Stephens*, 1866, 36 L.J., Ch. 135 ; *In re Davies*, 1909, W.N. 212 ; and *Brooke* v. *Brooke*, 1881, 17 Ch. D. 833. For the Board of Trade it was submitted that an affidavit was necessary and "Seton on Judgments," 7th ed., vol. 1, p. 228, was referred to, also the cases of *Nye* v. *Macdonald*, 1870, L.R. 3 P.C. 331, and *Armstrong* v. *Stockham*, 1854, 24 L.J., Ch. 176.

ASTBURY, J., after stating the facts, said : Although apart from authority I would have preferred an affidavit, I think on the whole I am bound by *In re Goss's Estate, supra*, and *Hayward* v. *Stephens, supra*, to hold that no affidavit is necessary.

COUNSEL : *Eardley-Wilmot ; Stafford Crossman.*

SOLICITORS : *Richards & Butler ; Solicitor for the Board of Trade.*

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Tilling Stevens Motors Ltd. *v.* The Kent County Council and the Minister of Transport. Clauson, J. 2nd May.

LICENCE DUTY — ELECTRICALLY PROPELLED VEHICLE — PETROL-ELECTRIC VEHICLE—FINANCE ACT, 1926, 16 & 17 Geo. 5, c. 22, s. 13, 1st Sched., cl. 5.

This was a witness action for a declaration that the plaintiffs' petrol-electric vehicles were electrically propelled vehicles within the meaning of cl. 5, 1st Sched., Finance Act, 1926, and also for a further declaration that the plaintiffs were entitled to be repaid all licence duties paid by them in respect of such vehicles over and above the amount properly chargeable under the Act. A petrol-electric vehicle of the kind that the plaintiffs had is driven by means of an electric motor which is worked by electricity generated by a dynamo which derives its energy from an ordinary internal combustion engine. The electric motor operates on the rear wheels through a propellor shaft and differential. There is no gear-box and no clutch.

CLAUSON, J., in giving judgment, said that a vehicle that worked in the way the plaintiffs' vehicles worked could not accurately be said not to be electrically propelled. No doubt if one went back to the earliest source of energy to be found within the vehicle itself one would find a petrol motor, but

nothing in the Act required or entitled one to go into a consideration of what was the earliest source of energy in the vehicle. In his lordship's view the wheels went round because of the action of an electric motor, and therefore the vehicle came within the category of electrically propelled vehicles. As the parties were agreed as to what would happen if he found that the plaintiffs' vehicles were electrically propelled, it was not necessary to make any declaration as to repayment, and he gave judgment for the plaintiffs with costs.

COUNSEL: *Sir Arthur Colefax* and *Trevor Watson*, for the plaintiffs; *the Attorney-General* (*Sir Thomas Inskip*, K.C.) and *Stafford Crossman*, for the Minister of Transport; *K. E. Shelley*, for the Kent County Council.

SOLICITORS: *Godden, Holme & Ward; G. B. Hemming and Son* for *Bracher, Son & Miskin*, Maidstone; *the Treasury Solicitor.*

[Reported by J. H. G. BULLER, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Brooke *v.* **Bool.** Salter and Talbot, JJ., 24th April.

LANDLORD AND TENANT—DAMAGE TO PREMISES—GAS EXPLOSION—NEGLIGENT ACT—JOINT LIABILITY OF LANDLORD.

Appeal from Westminster County Court.

The plaintiff, tenant of a shop and basement at 86, Warwick Square, London, W., had agreed to permit the landlord, who lived above her, to inspect her premises at night to see that all was safe. A complaint was made during the night of the 3rd May, 1927, by a lodger of the landlord that there was a smell of escaping gas, and he and the landlord entered the plaintiff's shop to investigate. The lodger, in order to examine the upper part of a gas pipe, got on to the counter and struck matches. An explosion occurred, causing damage to the premises and the plaintiff's goods, and personal injuries to the lodger. The county court judge, in an action by the tenant against the landlord for damages to goods, held that the explosion was caused by the negligent act of the lodger, and not directly or indirectly by any negligence on the part of the landlord. He said that if there had been any evidence entitling him in law to find that the defendant was responsible on any ground for the negligent act of the lodger he would have so found. The tenant appealed.

SALTER, J., said that in his opinion there were three grounds on which in law the defendant was responsible for the negligent act of the lodger: (1) there was evidence of agency, the defendant having impliedly invited and instructed the lodger to do what he did; (2) he might be held liable on the ground of the control he exercised over the proceedings, being lawfully on the premises at the request of the plaintiff; and (3) the principle of joint enterprise was applicable; the act of the lodger was the joint act of both of them done in pursuance of a concerted enterprise. Appeal allowed.

TALBOT, J., agreed.

COUNSEL: *Alexander Cairns* for the appellant; *G. M. Welsford* for the respondent.

SOLICITORS: *F. H. Adams; MacDonnell & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Ratkinsky *v.* **Jacobs.**

Branson and Mackinnon, JJ. 1st May.

RENT RESTRICTION—CLAIM FOR POSSESSION—PREMISES DECONTROLLED—RECENT INCONSISTENT DECISIONS—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1923, 13 & 14 Geo. 5, c. 32, s. 2 (1).

Appeal from a decision of Judge Cluer, Shoreditch County Court.

One Barnet Ratkinsky, father of the plaintiff, bought No. 80, Cazenove-road, Stoke Newington, N., in 1917, and let four rooms and a scullery to one Cohen, who vacated possession of them in 1926, leaving Ratkinsky in possession of the whole house. He then let four rooms to the defendant, Jacobs, at a rent of 30s. a week, and of those four rooms, three had previously been occupied by Cohen and one the landlord had occupied himself. In February, 1927, the plaintiff, Morris Ratkinsky, bought the house from his father, and on the 21st November, 1927, he served notice to quit on the defendant, who claimed the protection of the Rent Restriction Acts. In an action in the county court for possession the judge made an order to that effect, holding that the premises were decontrolled under s. 2 (1) of the Rent and Mortgage Interest Restrictions Act, 1923. The tenant appealed.

BRANSON, J., referred to the inconsistency of the authorities, *Cohen* v. *Gold*, 1927, 1 K.B. 865; *Lloyd* v. *Cook*, 72 SOL. J. 319; 44 T.L.R. 455, as compared with *Prout* v. *Hunter*, 68 SOL. J., 647; 1924, 2 K.B. 736; *Finey* v, *Gougoltz*, 70 SOL. J., 758; 1926, 2 K.B. 332; and *Oakley* v. *Wilson*, 70 SOL. J., 409; 1927, 2 K.B. 279, and said that in view of the two lines of authorities it was his duty to express his own opinion on the construction of the statute. He had come to the conclusion on the facts of this case that the county court judge was right, and the appeal must be dismissed.

MACKINNON, J., concurred.

Leave to appeal was granted.

COUNSEL: *D. Weitzman*, for the appellant; *A. Jackson*, for the respondent.

SOLICITORS: *L. Silkin; J. Howard Smith & Skelt.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Bennett *v.* **Ewens.**

Lord Hewart, C.J., Avory and Shearman, JJ. 11th May.

WHIST DRIVE—MONEY PRIZES—UNLAWFUL—EVENT OR CONTINGENCY—BETTING ACT, 1853, 16 & 17 Vict. c. 119, s. 1.

Appeal by way of case stated from a decision of the Hampshire Justices. The respondent, owner or occupier of Alexandra Hall, Bordon, advertised that a whist drive would be held there on the 14th November, 1927, that the admission would be 1s., and that prizes to the value of £5 would be given; the prizes were in the form of vouchers on shops in the district. There was also a supplementary "knock-out" competition for which prizes to the value of 25s. were to be given. Two police officers attended the whist drive, and the appellant, Sydney Bennett, a police officer, subsequently preferred an information charging the respondent with unlawfully using the room contrary to s. 1 of the Betting Act, 1853. The justices were of the opinion that the game of whist as played was not an event or contingency, and did not amount to a betting transaction, and dismissed the information.

Lord HEWART, C.J., stated the facts, and said that he thought that the case was too clear for argument. It was covered by *Peers* v. *Caldwell*, 1916, 1 K.B. 371, and *Rex* v. *Peers and Browne*, 33 T.L.R. 231. The justices had misdirected themselves and the case must go back to them to convict.

AVORY and SHEARMAN, JJ., agreed.

COUNSEL: *W. E. Lloyd*, for the appellant; the respondent was not represented.

SOLICITORS: *Robbins, Olivey & Lake*, for *F. V. Barber*, Winchester.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Bartram *v.* **Brown and Another.**

Acton and Finlay, JJ. 15th May.

RENT RESTRICTION—RENT IN ARREAR—DISTRESS—WITHOUT LEAVE OF COURT—PREMISES NOT DECONTROLLED—SITTING TENANT—RENT AND MORTGAGE INTEREST RESTRICTIONS ACT, 1923, 13 & 14 Geo. 5, c. 32, s. 2 (2).

Appeal from Clerkenwell County Court.

The defendant, Cecil Brown, now dead, in March, 1922, took over the residue of a long lease of the premises at 32,

Stroud Green-road, Finsbury Park, N. He sub-let the whole premises to one Griss, in May, 1923, for a term of twenty-two years from the 25th March, 1923. Griss, who had sub-let two rooms on the top floor without obtaining the necessary consent of the lessor, disappeared from the premises without ever paying any rent. Brown then sub-let the whole of the premises in September, 1923, for twenty-one and a quarter years to one, Redman, who took over the sub-tenant of the two top rooms. Redman vacated possession in 1926, and on the 14th June, 1926, Brown sub-let the whole of the premises to the present plaintiff, Frank Bartram, on a yearly tenancy, at £150 a year. The rent fell into arrear and Brown, without obtaining leave from the court, levied a distress on the premises. The plaintiff brought an action in the county court for damages for illegal distress, and contended that the premises were protected by the Rent Restriction Acts, and that no leave to levy distress had been obtained as required by s. 6 of the Act of 1920. The defendants contended that the premises had been decontrolled under s. 2 (2) of the Act of 1923, by virtue of the lease granted to Redman in 1923. The county court judge held that the words " grants to the tenant a valid lease," in s. 2 (2) means the sitting tenant, and that a lease to a person who was not already tenant of the premises could not effect decontrol. The premises were protected under the Acts, and he gave judgment for the plaintiff. The defendant appealed.

ACTON, J., said that the real question was whether the words in s. 2 (2) of the Act of 1923, " grants to the tenant a valid lease," referred to the person who was at the time the tenant and that particular person only, or whether they might be construed as being sufficiently wide to relate to " a tenant " or to any tenant to whom such letting might be made, irrespective of whether such person was a sitting tenant. In his opinion, the use of the definite article " the " indicated that the person referred to was the particular tenant who was the tenant of the landlord at the time when the lease mentioned in the sub-section was granted, and no other person. He was of opinion that the county court judge had come to a correct decision. Appeal dismissed.

FINLAY, J., concurred.

COUNSEL: *J. H. Critchley*, for the appellants; *Phineas Quass* for the respondent.

SOLICITORS: *Alfred Double & Sons; Henneker, Rance & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

High Court of Justice.

WHITSUN VACATION, 1928.

NOTICE.

There will be no sitting in court during the Whitsun vacation.

During the Whitsun vacation all applications " which may require to be immediately or promptly heard," are to be made to The Honourable Mr. Justice MACKINNON.

The Honourable Mr. Justice MACKINNON will act as Vacation Judge from Saturday, 26th May, to Monday, 4th June, both days inclusive. His lordship will sit in King's Bench Judges' Chambers on Thursday, 31st May, at half-past 10. On other days within the above period applications in urgent matters may be made to his lordship, by post, or, if necessary, personally.

When applications are made by post the brief of counsel should be sent to the judge, by post or rail prepaid, accompanied by office copies of the affidavits in support of the application, and also by a minute, on a separate sheet of paper, signed by counsel, of the order he may consider the applicant entitled to, and also an envelope, sufficiently stamped, capable of receiving the papers, addressed as follows:—" Chancery Official Letter: To the Registrar in Vacation, Chancery Registrars' Chambers, Royal Courts of Justice, London, W.C.2."

On applications for injunctions, in addition to the above, a copy of the writ and a certificate of writ issued, must also be sent.

The papers sent to the judge will be returned to the registrar.

The address of the Vacation Judge can be obtained on application at the Chancery Registrars' Chambers, Room 136, Royal Courts of Justice.

Chancery Registrars' Chambers,
Royal Courts of Justice,
May, 1928.

Legal Notes and News.

Wills and Bequests.

Judge Robert Wood Ingham, D.L., of Sugwas Court, Hereford, who died on 10th January, aged eighty-two, left estate of the gross value of £27,177, with net personalty £10,142.

Mr. John Ratcliffe Cousins, of College-gardens, Dulwich Hamlet, Metropolitan Magistrate at the West London Court, the first organizer and secretary of the Tariff Reform League, who died on 12th March, aged sixty-four, left estate of the gross value of £2,483, with net personalty £1,953.

Mr. David Carnegie Alexander, of Thirladean, Selkirk, solicitor and bank agent, of Messrs. D. C. and C. Alexander, left estate of the gross value of £5,912.

NOTABLE BRITISH TRIALS.

Messrs. William Hodge & Co., Ltd., announce that they have in the press a new volume of the Notable British Trials Series. The volume, which will be published shortly, is edited by Mr. J. G. Muddiman, contains a foreword by The Right Hon. The Earl of Birkenhead, and deals with the trial and execution of King Charles I for alleged high treason.

REPORT OF THE STREET OFFENCES COMMITTEE.

The Committee appointed by the Home Secretary and presided over by Mr. Hugh Macmillan, K.C., to investigate the problems of street offences, have heard the bulk of the evidence they intended to consider. The papers in the case of Sir Leo Money have not been officially submitted to the Committee. Mr. Macmillan stated last week that the members were digesting the evidence which had been placed before them. " It is a very big task that we are engaged upon. Its magnitude has certainly proved greater than I personally anticipated. My aim from the start has been to get the whole job completed within a year, and I think we shall manage to do that all right. One cannot, of course, offer any definite forecast, but I think the report should be completed somewhere about October. Our task is not one which can be tackled purely as a matter of altering or trimming down laws. Many delicate social questions are involved. We have to consider how far public opinion has advanced in recent years, and when it comes to submitting proposals we shall hope to put forward something that is practicable."

ARE PUBLIC WHIST DRIVES ILLEGAL?

" We shall continue to run whist drives irrespective of the decision, and if the police intervene we must petition the Home Secretary to know exactly where we stand," said Mr. Harold Lane, a promoter of public whist drives, to a Press representative, says the *Daily Telegraph* recently.

The decision referred to was that given by the Lord Chief Justice, Mr. Justice Avory, and Mr. Justice Shearman, that to use a hall or room for progressive whist and whist knock-out competitions for prizes is illegal, under the Betting Act of 1853. The decision was given on the appeal of the Superintendent of Police for Bordon (Hampshire) against the refusal of the local magistrates to convict Mr. Ivor Ewens, of the Alexandra Hall, Bordon, of an offence against the Act.

" A movement has already been started," added Mr. Lane, " to try to settle this matter by questions in the House of Commons to the Home Secretary. For twenty years the whole position of the public whist drive has been in doubt. We intend to press the Home Secretary to make a statement on the position of the promoters of public whist drives, and to define when a drive is legal and when it is not.

" Before the war, when the question was raised, it ended in a reference back to the then Home Secretary, and a subsequent circular letter to the police not to interfere provided the drives were properly conducted. Does the High Court decision mean that whist drives must stop? If so, it is ridiculous. There is a big public demand for them. There must be a million people playing every week in public halls throughout the country."

NO POWER TO GRANT A " WITNESS SUMMONS."

Mr. Tassell, the Tower Bridge Police Court Magistrate, recently told a young woman who had taken out a summons for a paternity order that he had no power to grant her a witness summons to compel a reluctant witness to attend. The magistrate said that the new Poor Law Act, which came into force last October, took away from magistrates the power which they had had hitherto of granting witness summonses. He adjourned the hearing for a week to give the complainant an opportunity of inducing her witness to attend.

ARRESTMENT ON THE DEPENDENCE.

The Committee, under the chairmanship of Mr. Justice Hill, appointed to consider whether it would be expedient to adopt in England a system similar to that of arrestment upon the dependence in Scottish law, have presented their report to the Lord Chancellor.

Arrestment upon the dependence in Scottish law is a procedure whereby personal property of a defendant in the hands of third parties, and ships even in the hands of the defendant, can be attached by the plaintiff in an action begun or about to be begun against the defendant, to the end that such property may be available for execution if judgment be obtained. With certain exceptions, it is applicable to all personal property, including debts and other choses in action.

No witness made the suggestion that arrestment upon the dependence should be adopted without modification in England. The suggestions made in some respects went beyond and in others fell short of the Scottish procedure. In particular the demand for a change in the law was, on the one hand, limited to claims against persons resident abroad, and, on the other hand, extended to property of the defendant, whether in the hands of third persons or of the defendant himself.

In the Committee's opinion the case for a change in the law has not been made out. They have accordingly not thought it useful to report in detail upon questions of method and safeguards against abuse, but, should these at any time be considered, the report details a number of matters which would require careful investigation.

We hope to publish the report, with our comments on it, later on.

AUTHORISED INVESTMENTS OF TRUSTEES.

The Committee, under the chairmanship of Lord Justice Lawrence, appointed to consider "in what securities trustees should be authorised to invest, whether under or in pursuance of any general or special Act of Parliament," have reported to the Lord Chancellor that there are in operation two codes, each setting out in great detail the authorised range. One (that which depends upon the public general statute) is the considered judgment of Parliament on the matter and can be amended only by Parliament itself. The other (that which is embodied in the Rule of Court) depends for its validity upon the statute, but is the creation of, and can be, and in fact is, varied or added to from time to time by the Rule Committee of the Supreme Court. The result has been not only considerable overlapping, but some discrepancy between the codes. The Committee state:—

"Regard being had to the present wide range of authorised investments it cannot be suggested that there is any need felt by trustees for a wider range of investment than exists at present. Whatever increase there may have been during recent years in the requirements of investors seeking investments of trustee status has been more than met by the enormous issue of Government and other trustee securities during and since the war. Having carefully considered the whole of the evidence it appears to us undesirable to add to the present list of authorised investments as suggested by the witnesses representing local bodies. If any such addition were made it could not in our opinion fail to alter the value of trustee status as a whole and prejudicially to affect the position of all those whose money is at present invested in investments of trustee status and *pro tanto* to deteriorate the basis upon which many settlors and investors have relied."

The Committee recommend that the list of authorised securities be formed by a combination of the two codes now in force.

SOLICITOR ARRESTED.

Edward Arthur Mammatt, aged 53, a solicitor, of Ashby-de-la-Zouch (Derbyshire), was remanded on £1,000 bail at Bow-street charged with having fraudulently converted £884 received by him as trustee of the estate of the late Alfred William Bean.

Detective Yandell, of Scotland Yard, said that Mammatt surrendered to the police.

The sureties for the bail were Mr. Arthur W. Smallman, a director of Greenwich Hospital, and Mr. Herbert John Simmonds, legal adviser to the Board of Education.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 14th June, 1928.

	Middle Price 23rd May	Interest Yield.			Yield with Redemption.		
English Government Securities.		£	s.	d.	£	s.	d.
Consols 4% 1957 or after	87⅞	4	11	6	—		
Consols 2½%	56⅜	4	8	6	—		
War Loan 5% 1929-47	100⅞	4	18	9	4	18	9
War Loan 4½% 1925-45	96⅜	4	13	0	4	16	6
War Loan 4% (Tax free) 1929-42	100¼	4	0	0	4	0	0
Funding 4% Loan 1960-1990	90	4	9	0	4	14	0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¾	4	6	0	4	7	0
Conversion 4½% Loan 1940-44	99	4	11	0	4	16	0
Conversion 3½% Loan 1961	77⅜	4	10	0	—		
Local Loans 3% Stock 1921 or after	65½	4	12	0	—		
Bank Stock	264	4	11	0	—		
India 4½% 1950-55	92½	4	17	6	5	0	0
India 3½%	72½	4	17	0	—		
India 3%	62½	4	17	6	—		
Sudan 4½% 1939-73	97	4	13	0	4	17	0
Sudan 4% 1974	85	4	15	0	4	17	0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	83	3	13	0	4	6	0
Colonial Securities.							
Canada 3% 1938	86	3	12	0	4	18	0
Cape of Good Hope 4% 1916-36	93	4	6	0	5	0	6
Cape of Good Hope 3½% 1929-49	82	4	6	0	5	0	0
Commonwealth of Australia 5% 1945-75	101	4	19	0	5	2	6
Gold Coast 4½% 1956	96	4	13	6	4	17	6
Jamaica 4½% 1941-71	93	4	16	0	4	18	6
Natal 4% 1937	93	4	6	0	5	0	0
New South Wales 4½% 1935-45	91	4	19	0	5	7	0
New South Wales 5% 1945-65	98	5	2	0	5	3	0
New Zealand 4½% 1945	97	4	13	0	4	17	6
New Zealand 5% 1946	104	4	16	6	4	16	6
Queensland 5% 1940-60	98	5	2	0	5	3	0
South Africa 5% 1945-75	104	4	16	0	5	0	0
South Australia 5% 1945-75	99	5	1	0	5	0	0
Tasmania 5% 1945-75	101	4	19	0	5	0	0
Victoria 5% 1945-75	100	5	0	0	5	0	0
West Australia 5% 1945-75	99	5	1	0	5	2	0
Corporation Stocks.							
Birmingham 3% on or after 1947 or at option of Corporation	65	4	12	6	—		
Birmingham 5% 1946–56	104	4	16	6	4	17	7
Cardiff 5% 1945–65	102	4	18	0	4	18	0
Croydon 3% 1940–60	71	4	5	6	5	0	0
Hull 3½% 1925–55	78	4	10	0	5	0	0
Liverpool 3½% Redeemable at option of Corporation	75	4	13	6	5	0	0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4	11	0	—		
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4	12	6	—		
Manchester 3% on or after 1941	64	4	13	6	—		
Metropolitan Water Board 3% 'A' 1963–2003	66	4	13	0	4	17	0
Metropolitan Water Board 3% 'B' 1934–2003	66½	4	11	0	4	15	6
Middlesex C. C. 3½% 1927–47	84	4	3	6	4	17	0
Newcastle 3½% Irredeemable	73	4	16	0	—		
Nottingham 3% Irredeemable	64	4	15	6	—		
Stockton 5% 1946–66	103	4	17	0	4	19	0
Wolverhampton 5% 1946–56	103	4	17	0	5	0	0
English Railway Prior Charges.							
Gt. Western Rly. 4% Debenture	85	4	14	0	—		
Gt. Western Rly. 5% Rent Charge	103	4	17	0	—		
Gt. Western Rly. 5% Preference	99	5	1	0	—		
L. & N. E. Rly. 4% Debenture	81	4	19	0	—		
L. & N. E. Rly. 4% Guaranteed	76	5	5	0	—		
L. & N. E. Rly 4% 1st Preference	66	5	19	0	—		
L. Mid. & Scot. Rly. 4% Debenture	82½	4	16	0	—		
L. Mid. & Scot. Rly. 4% Guaranteed	80	5	0	0	—		
L. Mid. & Scot. Rly. 4% Preference	76¾	5	5	0	—		
Southern Railway 4% Debenture	82½	4	16	6	—		
Southern Railway 5% Guaranteed	101	4	19	0	—		
Southern Railway 5% Preference	94	5	6	0	—		

Continued from page xiv.

PRACTISING Solicitor would consider appointment as assistant where proper facilities would be given for the conduct of his own practice on terms. Experience mostly conveyancing and High Court litigation, some advocacy. London only.—Write "M.," Box 353, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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DISABLED Army Captain, promoted from ranks, with young family, seeks suitable employment. Had considerable War Office administrative experience. Could supervise large staff, male or female. South of England or North of Ireland preferred. Dis.203

EX-NAVAL Officer, 30, Public School, requires commercial representative appointment, companion-secretary or clerical post, experience, excellent refs. 4372

ELECTRICAL Engineer, A.M.I.E.E., with extensive experience all classes of electrical plant for export markets, desires position in purchasing department of export house, London or Provinces. Would go abroad later, if required. 8319

FORESTER, 37, single, ex-officer, considerable experience tropical forests, seeks employment with timber firm. Willing go anywhere. 9140

MECHANICAL and Electrical Engineer, age 38 years; 14 years' varied responsible experience, including colliery. Knowledge designing, erection, maintenance of modern plant; desires appointment engineer or engineer representative, home or abroad. 8918

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SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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